

Master Agreement Transition Deed

between the

State of Queensland through the Department of Housing
and Public Works

and

[Provider name]



Master Agreement – Transition Deed

BETWEEN: STATE OF QUEENSLAND through the Department of
Housing and Public Works

(State)

AND: [Provider name and ACN/ABN/ICN]

(Provider)

Background

- A The State and the Provider are parties to the Master Agreement which sets out the framework for the State's provision of Funding to the Provider.
- B The State and the Provider are parties to one or more funding agreements that were entered into before the Master Agreement was established, for example, capital funding agreements, leases or service funding agreements.
- C This Transition Deed contains provisions about the transition of those former types of funding agreements into the Master Agreement.

Deed Particulars

Item 1 Master Agreement

The Master Agreement between the State and the Provider dated Click or tap here to enter date..

Agreed terms

1. Definitions and interpretation

Definitions

1.1 The definitions in the General Terms apply unless the same term is defined in this Transition Deed, in which case the definition in this Transition Deed applies.

1.2 In this Transition Deed, the following definitions apply:

Existing Project Agreements means an agreement identified in Schedule 2 of this Transition Deed.

Existing Operational Agreements means an agreement or lease identified in Schedule 1 of this Transition Deed.

Existing Agreements means Existing Project Agreements and Existing Operational Agreements.

General Terms means the General Terms that form part of the Master Agreement identified in Item 1 of the Deed Particulars.

Start Date means the date that this Transition Deed is signed by the parties and if signed on different dates, the last of those dates.

Transition Deed means this Transition Deed, including the Deed Particulars, terms and schedules and annexures to this Transition Deed.

2. General Terms apply

2.1 The General Terms are incorporated into and form part of this Transition Deed.

3. Term

- 3.1 This Transition Deed commences on the Start Date and continues until all the Existing Agreements have been terminated under clauses 4.6, 4.7, 4.8 and 4.9.

4. Transition of Existing Agreements

Transition of Existing Operational Agreements to Master Agreement

- 4.1 The parties acknowledge and agree that the Existing Operational Agreements transition to the Master Agreement through the following:
- (a) Property subject to Existing Operational Agreements listed in Part A of Schedule 1 of this Transition Deed becoming subject to a Capital Funded Property Operating Arrangement through the particulars being included in Part 1 of Schedule 1 of the Master Agreement.
 - (b) The premises under an existing lease listed in Part B of Schedule 1 of this Transition Deed becoming subject to a Lease through the particulars being included in Part 2 of Schedule 1 of the Master Agreement.
 - (c) The funding under an existing services agreement in Part C of Schedule 1 of this Transition Deed becoming subject to a Service Funding Arrangement through the particulars being included in Part 3 of Schedule 1 of the Master Agreement.
 - (d) Those agreements and leases ending under clauses 4.7, 4.8 and 4.9.
- 4.2 The parties must sign an updated version of Schedule 1 of the Master Agreement to give effect to the transition of the Existing Operational Agreements.

Transition of Existing Project Agreements to Master Agreement

- 4.3 The parties acknowledge and agree that:
- (a) the Provider is delivering one or more housing projects under one or more Existing Project Agreements;
 - (b) the Provider must give a notice of completion of a project under an Existing Project Agreement using the relevant Template as soon as practical, but not later than 14 days after:
 - (i) practical completion of a project that includes construction; or
 - (ii) if subclause (i) does not apply, settlement of the purchase of the property; and
 - (c) upon completion of a project in accordance with an Existing Project Agreement, the parties must sign an updated version of Schedule 1 of the Master Agreement to include the relevant property in Part 1 of Schedule 1.
- 4.4 The parties agree that the Existing Project Agreements transition to the Master Agreement through the following:
- (a) Property subject to the Existing Project Agreements becoming subject to a Capital Funded Property Operating Arrangement through the particulars being included in Part 1 of Schedule 1 of the Master Agreement; and
 - (b) the Existing Project Agreements ending under clause 4.6.

Terms of Capital Funded Property Operating Arrangements, Leases and Service Funding Arrangements

- 4.5 The parties agree that:
- (a) The Capital Funded Property Operating Arrangements formed under this clause 4 are comprised of:
 - (i) the General Terms;
 - (ii) the Capital Funded Property Operating Terms; and
 - (iii) the details for the property stated in Part 1 of Schedule 1 of the Master Agreement.
 - (b) The Leases formed under this clause 4 are comprised of:
 - (i) the General Terms;
 - (ii) the Lease Terms; and
 - (iii) the details for the property stated in Part 2 of Schedule 1 of the Master Agreement.
 - (c) The Service Funding Arrangements formed under this clause 4 are comprised of:
 - (i) the General Terms;
 - (ii) the Service Funding Terms; and
 - (iii) the details for the Funded Service stated in Part 3 of Schedule 1 of the Master Agreement.

Termination of Existing Agreements upon Master Agreement Funding Documents commencing

- 4.6 An Existing Project Agreement is terminated on the date notified by the State to the Provider (**Operation Date**) as the date upon which the State is satisfied that:
- (a) the Provider has complied with all of its obligations under the Existing Project Agreement in relation to delivery of the project, including any acquittal obligations (other than a final acquittal); and
 - (b) both parties have signed an updated Schedule 1 of the Master Agreement to include information about the property in accordance with clause 4.3 of this Transition Deed.
- 4.7 An agreement listed in Part A of Schedule 1 of this Transition Deed is terminated upon the creation of the Capital Funded Property Operating Arrangement under the Master Agreement in respect of the Property that is the subject of that agreement in accordance with clause 4.1(a) of this Transition Deed.
- 4.8 A lease listed in Part B of Schedule 1 of a Property is terminated upon the creation of the Lease under the Master Agreement in respect of that Property in accordance with clause 4.1(b) of this Transition Deed.
- 4.9 A services agreement in Part C of Schedule 1 is terminated upon the creation of the Service Funding Arrangement under the Master Agreement in in respect of the funding that was the subject of that services agreement in accordance with clause 4.1(c) of this Transition Deed.

Consequences of termination of Existing Agreements

- 4.10 The termination under clause 4.6, 4.7, 4.8 or 4.9 does not affect any Claim a party to those documents may have against another party to those documents by reason of any breach of

those documents occurring on or before the termination and any such breach is deemed to be a breach of both the terminated document and the Funding Documents.

Status of existing surplus

- 4.11 The Provider acknowledges and agrees that, following transition of the Existing Agreements to the Master Agreement:
- (a) any surplus receipts held by the Provider under an Existing Agreement will be treated as Receipts under the Funding Documents, including any receipts currently described as ‘Surplus’ under the Existing Agreement; and
 - (b) the Provider must:
 - (i) use such Receipts in accordance with the Funding Documents; and
 - (ii) report the balance of Receipts and acquit spending of Receipts in the Provider’s Community Housing Annual Financial Return.

5. GST

Transition not intended to be a Taxable Supply

- 5.1 The parties acknowledge and agree that it is intended that transition of an Existing Agreement under this Transition Deed:
- (a) does not provide for new funding or a new Taxable Supply; and
 - (b) is substantially a redocumentation of existing arrangements into the State’s latest funding documentation.
- 5.2 The parties acknowledge that clause 5.1 may not apply to the extent, if any, that Funding provided under the replacement of an Existing Agreement exceeds the funding under the Existing Agreement, for example, to the extent that a Lease is for a longer term than the existing lease.

6. Consequences of expiry or termination

- 6.1 The following clause will survive expiry or termination of this Transition Deed:
- (a) Clause 4.10 (Consequences of termination of Existing Agreements).
 - (b) Clause 4.11 (Status of existing surplus).
 - (c) Clause 5.1 (GST).
 - (d) Clause 6 (Consequences of termination).

Schedule 1 - Existing Operational Agreements

Part A - Capital funding agreements

The following existing agreements relating to capital funding between the State and the Provider:

Capital Funded Properties																		
Existing Contract Data	State Reference ID #	Right of First Refusal Period Start Date	Address	Lot Plan	CT Reference	State Funded Contribution (includes Funded receipts)	Financier	Leveraged Financier Contribution	Provider Contribution	Provider Offset Percentage	HAID ID Ref #	Mortgage Reference ID	SH Dwelling Count	Specified Policy Setting	Funded Purpose (Project Use)	Total Project Cost	Special Conditions	Notes
																	Annexure xxx	refer to Project Deed 6.3.205
TOTALS																		

Part B - Leases

The following existing leases between the State and the Provider:

Leased Properties									
	Address / Premises	Lot on Plan	CT Reference	Commencement Date	End Date	SH Dwelling Count	Specified Policy Setting	Benchmark Condition	Special Conditions
Property 1									Example By-laws attached for use of property Approved for caretaker, or particular target group
Property 2									
Property 3									
TOTALS									

Part C - Services funding

The following existing service agreements between the State and the Provider:

State Reference ID #	Specified Policy Setting/Service Funding Requirements/ Program	Service Start Date	Service End Date	Description of Services	Service outlets	Service Type	Service Users/ Target Group	GST	Total Funding <i>GST exclusive</i>	Funding Per Year 1 <i>GST exclusive</i>
TOTALS								\$	\$	\$
State Reference ID #	Geographic Catchment Area	Operating Hours	Afterhours arrangements	Private Headlease property quota	Deliverables (Outputs)	Home Maintenance (Hours)	Information & Referral (Hours)	Performance Measures	Additional reporting	Special Conditions

Schedule 2 - Existing Project Agreements

The following existing agreements relating to capital funding between the State and the Provider:

Capital Funded Properties																	
State Reference ID #	Right of First Refusal Period Start Date	Address	Lot Plan	CT Reference	State Funded Contribution (includes Funded receipts)	Financier	Leveraged Financier Contribution	Provider Contribution	Provider Offset Percentage	HAID ID Ref #	Mortgage Reference ID	SH Dwelling Count	Specified Policy Setting	Funded Purpose (Project Use)	Total Project Cost	Special Conditions	Notes
																Annexure xxxx	refer to Project Deed 6.3.205
TOTALS																	

EXECUTED AS A DEED by the parties on the dates set out below

EXECUTED on behalf of the **STATE OF QUEENSLAND THROUGH THE DEPARTMENT OF HOUSING AND PUBLIC WORKS** by:

.....
(full name)

.....
(designation)

a duly authorised delegate of the Director-General in the presence of:

.....
(print name of witness)

.....
(signature of witness)

.....
(signature)

..... / /
(date)

EXECUTED by [Click or tap here to enter text.](#) in accordance with s 127 of the *Corporations Act 2001* (Cth) by:

.....
(print name of director)

.....
(print name of director/ secretary)

.....
(signature of director)

.....
(signature of director/ secretary)

..... / /
(date)